

**OPTION AGREEMENT
For
FOREST RESOURCE EASEMENT
(Linganore Watershed)**

THIS OPTION AGREEMENT, made this ____ day of _____, _____, by and between:

Owner, Name and

Owner's Name

Address

Address

Address

hereinafter referred to as the **“Owner”**, and

Board of County Commissioners of Frederick County, Maryland,
c/o Environmental Planner
Division of Permitting & Development Review
30 N. Market Street
Frederick, Maryland 21701

hereinafter referred to as the **“County”**.

WHEREAS, the Owner is the fee simple owner of a parcel of land situate in Frederick County, Maryland, being generally described as ____ acres of land, more or less, designated as Parcel ____ on Tax Map ____, being more particularly described in a deed recorded in Liber ____, folio ____, among the land records for Frederick County, Maryland (the **“Property”**), and

WHEREAS, in accordance with its Linganore Source Water Protection Plan, the County proposes to purchase an easement(s) along with the right to install and maintain certain forest improvements on the Property, and

WHEREAS, the Owner has agreed to grant unto the County an option to purchase the easement(s), upon the terms and conditions hereinafter set forth.

NOW THEREFORE, THIS OPTION AGREEMENT WITNESSETH, that for and in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the Owner and the County do hereby covenant and agree, for themselves, their successors and/or personal representatives and assigns, as follows:

1. The Owner does hereby grant unto the County the exclusive right and option to purchase an easement on, in, over and under a portion of the Property, for a period of ____ months from the date hereof, (hereinafter designated as the **“Option Period”**). The County agrees to purchase the easement(s) for the sum of ____ Dollars (\$_____) per acre for existing forest areas and the sum of ____ Dollars (\$_____) per acre for unforested areas. The size of the easement(s) to be purchased shall be determined by a survey of the easement(s) area.

2. The easement area which is the subject of this option agreement, (designated herein as the “**Easement Property**”) consists of an approximately ____-acre portion of the Property and shall be designated at the time the County exercises the option.
3. If, during the Option Period, the County elects to exercise its option to purchase the Easement Property, it shall forward the Owner written notice of its election to exercise this option, by first class, postage prepaid, regular mail. In the event the County fails to exercise this option during the Option Period or any extension or renewal thereof, or notifies the Owner of its intention not to exercise this option, this Option Agreement shall be null and void and the parties hereto discharged from any liability hereunder.
4. During the Option Period, the Owner agrees to keep and maintain the Easement Property in its present condition and to allow the County, and its authorized agents and representatives, access, together with the right of ingress and egress to and from, the Easement Property, for purposes of conducting surveys, environmental evaluations, etc.
5. Settlement hereunder shall be within ninety (90) days from the date of the notice to the Owner of the County’s intention to exercise this option and shall take place at the office of the County Attorney for Frederick County, Maryland, or such other place as the County shall designate. Title to the Easement Property shall be free and clear of all liens and encumbrances and shall be good and marketable and/or insurable by a Title Insurance Company licensed to issue owner’s policies of title insurance within the State of Maryland.
6. At the time of final settlement hereunder, the Easement Property will be conveyed to the County by a Deed of Easement, prepared at the County’s expense, containing covenants of special warranty and further assurances and the following covenants and agreements:
 - a. The County, and its agents, shall at all times have a right to enter the Forest Conservation Area Easement and Access Easement area for the purpose of inspecting, maintaining, planting or replacing vegetation within the Forest Conservation Area Easement, the right of entry to be along the Forest Conservation Area Easement and Access Easement area herein designated and along such other lines as the Grantees may deem necessary;
 - b. *(insert any other special conditions here)*
 - c.
 - d.
7. The parties hereto acknowledge that this Option Agreement constitutes the final and entire agreement between them and the terms and conditions contained herein may not be varied, amended or modified except upon the express written agreement executed by both the Owner and the County. This Option Agreement may be recorded among the land records for Frederick County, Maryland, it being the intention of the parties that the terms, conditions and agreements contained herein shall survive the execution and delivery of the Deed of Easement.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, as of the day and year first hereinabove set forth.

WITNESS

_____(SEAL)
(insert owner name)

_____(SEAL)
(insert owner name)

GRANTORS

ATTEST:

**BOARD OF COUNTY COMMISSIONERS
OF FREDERICK COUNTY, MARYLAND**

BY: _____ (SEAL)
Jan H. Gardner, President

GRANTEE

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY that on this ____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____ and _____, and they did each acknowledge the foregoing OPTION AGREEMENT to be their act and deed, for the purposes therein contained.

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: _____

STATE OF MARYLAND, COUNTY OF FREDERICK, TO WIT:

I HEREBY CERTIFY, that on this ____ day of _____, _____, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JAN H. GARDNER, President of the Board of County Commissioners of Frederick County, Maryland, a body politic and corporate of the State of Maryland, and acknowledged the foregoing OPTION AGREEMENT to be the act of said body politic and corporate; and at the same time, she made oath in due form of law that she is the President of said body politic and corporate and is duly authorized to make this acknowledgement on its behalf

WITNESS my hand and Notarial Seal.

NOTARY PUBLIC

My Commission expires: _____

CERTIFICATION OF PREPARATION

I HEREBY CERTIFY that this instrument has been prepared by the undersigned, an attorney duly admitted to the practice of law in the State of Maryland.

RECORD AND RETURN TO:

Lori Barlet Chapman
Frederick County Division of Permitting and Development Review
30 N. Market Street
Frederick, Maryland 21701